UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In re: Chapter 11

NANCY ROJAS-TORRES Case No: 15-40265-cec
aka NANCY ROJAS

Debtor.
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SECOND AMENDED PLAN OF REORGANIZATION OF NANCY ROJAS-TORRES *aka* NANCY ROJAS

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Dated: New York, New York
January 28, 2016

NANCY ROJAS-TORRES *aka* NANCY ROJAS, the debtor and debtor in possession (the "Debtor"), proposes the following plan of reorganization (the 'Plan") pursuant to sections 1121(a), 1122 and 1123 of title 11 of the United States Code.

ARTICLE 1

Definitions

Unless the context otherwise requires (i) the following terms shall have the following meanings when used in this Plan; (ii) any capitalized term that is used in this Plan and not defined in this Article 1 but that is defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning set forth therein; (iii) terms stated in the singular shall include the plural and vice versa; (iv) pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter; (v) all section, article and exhibit references in the Plan are to the respective section of, article of or exhibit to the Plan; (vi) any reference to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions, means that such document shall be substantially in such form or substantially on such terms and conditions except as stated otherwise in the Plan; (vii) any reference to an existing document or exhibit filed or to be filed means such document or exhibit, as it may have been or may be amended, modified or supplemented; (viii) the words "herein", "hereof", "hereto" or "hereunder" and other words of similar import refer to the Plan in its entirety rather than to only a particular portion of the Plan; (ix) the rules of construction set forth in section 102 of the Bankruptcy Code shall govern construction of the Plan; and (x) any reference contained herein to the Bankruptcy Code, or to any section of the Bankruptcy Code, refers to the Bankruptcy Code, or such section of the Bankruptcy Code, as it is existing and effective on the Petition Date, except to the extent, if any, that any post-Petition Date amendment to the Bankruptcy Code applies retroactively to cases filed on the Petition Date.

1.1 "**Administrative Bar Date**" means the first Business Day that is at least 60 days after the Effective Date.

1.2 "**Administrative Claim**" means a Claim for, or request for payment of, an Administrative Expense (i) as to which no objection to the allowance thereof has been interposed within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (ii) as to which any objection has been resolved by a Final Order allowing such claim in whole or in part, to the extent such claim is Allowed.

1.3 "**Administrative Expense**" means any cost or expense of administration of this Case, other than Bankruptcy Fees, allowable under sections 503(b), 330 or 331 of the Bankruptcy Code.

1.4 "**Administrative Tax Claim**" means an Administrative Claim for a tax due to a Governmental Unit.

1.5 "**AAPP LLC**" means a New York limited liability company having an address at 53-63 65^{th} Place, Maspeth, NY that intends to purchase fifty-one percent (51%) ownership interest in the Property from the Debtor.

1.6 "**EAG**" means Empire Assets Growth LLP the holder of the Note, Secured Claim and the EAG Security Documents, as defined herein.

1.7 **"EAG Note"** means collectively, each and every agreement, promissory note, including any amendment or modification thereof, or allonge thereto, evidencing a claim held by EAG.

1.8 **"EAG Secured Claim"** means the Secured Claim against the Debtor, or the Property, on account of the EAG Note or the EAG Security Documents in the filed amount of $850,671.16.

1.9 **"EAG Security Documents"** means each and every mortgage, assignment of rents, security agreements, and/or any such other documents granting EAG a Lien on the Property to secure the EAG Note.

1.10 "**Allowed Claim**" means a Claim or any portion thereof against the Debtor that has not been disallowed pursuant to a Final Order and is not a Disputed Claim and (i) with respect to which a Proof of Claim has been timely filed with the clerk of the Bankruptcy Court or, (ii) if no Proof of Claim has been filed, that has been or hereafter is listed by the Debtor in the Schedules as liquidated in amount and not disputed or contingent.

1.11 "**Allowed Interest**" means an Interest in the Debtor that has not been disallowed and is not a disputed Interest with respect to which (i) a Proof of Interest has been timely filed or, (ii) if no Proof of Interest has been timely filed, that has been or hereafter is listed by the Debtor in the Schedules.

1.12 **"Available Cash"** means the net proceeds from remaining after paying the expenses of the management and care of the subject property located at and known as 33-53 70^{th} Street, Jackson Heights, NY 11372.

1.13 "**Bankruptcy Code**" means title 11 of the United States Code, as amended from time to time and effective as to cases filed on the Petition Date.

1.14 "**Bankruptcy Court**" means the United States Bankruptcy Court for the Eastern District of New York or the United States District Court for the Eastern District of New

York to the extent it withdraws the reference over all or any portion of these Chapter 11 Cases pursuant to section 157(d) of title 28 of the United States Code.

1.15 "**Bankruptcy Fees**" means all fees and charges assessed against the Estate under section 1930 of title 28 of the United States Code.

1.16 "**Bankruptcy Rules**" means (i) the Federal Rules of Bankruptcy Procedure, and (ii) the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of New York, in effect on the Petition Date, together with any and all amendments and modifications thereto that were subsequently made applicable to these Chapter 11 Cases.

1.17 "**Bar Date**" means June 10, 2015.

1.18 "**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks in New York, New York are authorized or required by law to close, or other Legal Holiday.

1.19 "**Case**" means the case under chapter 11 of the Bankruptcy Code commenced in the Bankruptcy Court on the Petition Date and styled *In re Nancy Rojas-Torres aka Nancy Rojas*, Case No. 15-40265-cec.

1.20 "**Cash Distribution**" means the cash and any cash equivalents ($US) to be distributed pursuant to the Plan from Net Sales Proceeds and/or the Distribution Fund.

1.21 **"Claim"** means a "claim," as defined in section 101(5) of the Bankruptcy Code.

1.22 **"Class**" means a category of substantially similar Allowed Claims or Allowed Interests as established pursuant to article 3 of the Plan.

1.23 "**Confirmation**" means the entry of the Confirmation Order on the docket of the Chapter 11 Case.

1.24 "**Confirmation Date**" means the date on which the Confirmation Order is entered by the Bankruptcy Court, provided that the Confirmation Order becomes a Final Order.

1.25 "**Confirmation Order**" means an Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, in form and substance reasonably satisfactory to the Debtor.

1.26 **"Distribution Fund"** means the funds caused to deposited by AAPP, LLC into the Trust Account of the Law Office of Julio E. Portilla, P.C to reinstate the indebtedness of the Secured Lender, and pay all other allowed creditor claims, including administration, priority and unsecured, in full, in cash on confirmation.

1.27 "**Creditor**" means a Holder of an Allowed Claim.

1.28 "**Cure Amount**" means any amount required, pursuant to sections 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code, to cure any defaults or compensate the non-debtor party to any Executory Contract or Unexpired Lease for any actual pecuniary loss resulting from a default in respect of an Executory Contract or Unexpired Lease.

1.29 "**Debtor**" means Nancy Rojas-Torres aka Nancy Rojas.

1.30 "**Disbursing Agent**" means Law Office of Julio E. Portilla, P.C.

1.31 "**Disclosure Statement**" means the *Disclosure Statement for the plan of reorganization of Nancy Rojas-Torres aka Nancy Rojas*, including all exhibits, attachments or amendments thereto, approved by Final Order of the Bankruptcy Court.

1.32 "**Disputed Claim**" means

(a) any Claim that is listed in the Schedules as disputed, contingent or unliquidated and with respect to which no Proof of Claim has been filed;

(b) any Claim (including an Administrative Expense Claim), or portion thereof, that has not been disallowed and with respect to which an objection to the allowance thereof, in whole or in part, or the estimation of such Claim, has been filed with the Bankruptcy Court within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, to the extent that any such objection has not been resolved by a Final Order; or

(c) Until the earlier of (i) the filing of an objection to a Proof of Claim or (ii) the last date to file objections to Claims as established by the Plan or by Final Order, a Claim represented by a Proof of Claim shall be deemed to be a Disputed Claim in its entirety if, (x) the amount specified in the Proof of Claim exceeds the amount of any corresponding Claim listed in the Schedules; (y) any corresponding Claim listed in the Schedules has been scheduled as disputed, contingent or unliquidated; or (z) no corresponding Claim has been listed in the Schedules.

1.33 "**Disputed Claim Reserve**" means the segregated account or accounts established by the Disbursing Agent pursuant to section 7.7 of the Plan**.**

1.34 "**Effective Date**" means the first Business Day after which all of the conditions to the Effective Date, specified in Section 11.1 of this Plan have been satisfied.

1.35 "**Estate**" means the Estate of the Debtor created on the Petition Date pursuant to section 541 of the Bankruptcy Code.

1.36 "**Executory Contract**" means an executory contract within the meaning of section 365 of the Bankruptcy Code.

1.37 "**Final Order**" means a judgment, order, ruling or other decree of the Bankruptcy Court (or court of competent jurisdiction) entered by the Clerk on the docket of the Chapter 11 Case (or on the docket of any court of competent jurisdiction) that has not been reversed, vacated or stayed and as to which (i) the time to appeal, petition for *certiorari* proceeding or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* proceeding, or other proceedings for a new trial, reargument or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired; *provided, however*, that the possibility that a motion under Bankruptcy Rule 9023 or Bankruptcy Rule 9024, or any analogous rule under the Bankruptcy Rules (or rule of a court of competent jurisdiction), may be filed relating to such order shall not cause such order not to be a Final Order.

1.38 "**Holder**" means a Person holding a Claim or Interest.

1.39 "**Interest**" means an equity interest in the Debtor.

1.40 "**Interest Holder**" means the Holder of an Allowed Interest in the Debtor.

1.41 "**Leases**" means any Unexpired Lease of real property between the Debtor and its Tenants, if any.

1.42 **"Legal Holiday**" means a "Legal Holiday" as that term is defined in Bankruptcy Rule 9006(a).

1.43 "**Lien**" means any charge against or interest in property to secure payment of a debt or performance of an obligation.

1.44 "**Net Proceeds"** refers to the amount of money remaining after related operating expenses of the Property have been paid.

1.45 “**Organized Debtor”** mean the Debtor after the Effective Date.

1.46 “**Other Secured Claims**” means any other Secured Claim against the Property that is not the EAG Secured Claim.

1.47 “**Order**” means an order of the Bankruptcy Court.

1.48 “**Person**” means a person as defined in 11 U.S.C. § 101(41).

1.49 “**Petition Date**” means January 23, 2015, the date on which this Case was commenced by the filing of a voluntary petition for relief under Chapter 11 of the Bankruptcy Code by the Debtor.

1.50 “**Plan**” means this *Plan of Reorganization of Nancy Rojas-Torres aka Nancy Rojas,* as it may be amended, supplemented or modified from time to time, including any exhibits or schedules annexed hereto or required to be filed with the Bankruptcy Court pursuant hereto.

1.51 “**Priority Non-Tax Claim**” means that portion of an Allowed Claim, other than a Priority Tax Claim, an Administrative Tax Expense Claim, a Secured Claim, or Bankruptcy Fees, entitled to priority in payment under Bankruptcy Code Section 507(a) or (b).

1.52 “**Priority Tax Claim**” means an Allowed Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

1.53 “**Professional**” means all professionals employed by the Debtor under sections 105, 327 or 330 of the Bankruptcy Code to render professional services in the Chapter 11 Case pursuant to a Final Order.

1.54 “**Professional Fees**” means compensation for services rendered, and reimbursement of expenses incurred, by Professionals prior to the Effective Date, as allowed and awarded by Final Order following application, in accordance with sections 330 and 331 of the Bankruptcy Code.

1.55 "**Proof of Claim**" means a proof of Claim filed pursuant to section 501 of the Bankruptcy Code and Part III of the Bankruptcy Rules.

1.56 "**Proof of Interest**" means a proof of an Interest filed pursuant to section 501 of the Bankruptcy Code and Part III of the Bankruptcy Rules.

1.57 **"Property"** means the real property and improvements thereon located at 70-01 34th Avenue, Jackson Heights, NY 11372 also known as 33-53 70th Street, Jackson Heights, NY 11372.

1.58 "**Pro Rata**" means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Allowed Interests in such Class.

1.59 "**Reinstatement "Amount**" refers to the amount which cures all alleged prepetition and post-petition defaults owed to the Secured Lender.

1.60 "**Receiver**" means Jageshwar Sharma, who was appointed by New York state court to preserve and protect the Property

1.61 "**Released Parties**" shall have the meaning set forth in section 8.2 of this Plan.

1.62 "**Schedules**" mean the schedules of assets and liabilities, any amendments with respect thereto, and the *Statement of Financial Affairs* filed by the Debtor with the Bankruptcy Court in accordance with section 521(1) of the Bankruptcy Code and Rule 1007 of the Bankruptcy Rules and any amendments thereto.

1.63 "**Secured Claim**" means an Allowed Claim, including all amounts, if any, allowed pursuant to section 506(b) of the Bankruptcy Code, to the extent that it is secured by a Lien on Property in which the Estate has an interest or that is subject to set-off under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder's interest in the Estate's interest in such Property or to the extent of the amount subject to set-off, as applicable, as determined by a Final Order pursuant to section 506(a) of the Bankruptcy Code or as provided for in the Plan.

1.64 "**Secured Creditor**" means the Holder of a Secured Claim.

1.65 "**Secured Lender**" means Empire Assets Growth LLP.

1.66 "**Tenants**" means all non-Debtor parties to Unexpired Leases with the Debtor for space on the Property, if any.

1.67 "**Transfer Taxes"** means any and all stamp taxes or similar taxes, if and as applicable and imposed by a Governmental Unit with respect to the transfer of a property or interest therein.

1.68 "**Unsecured Claim**" means a Claim against the Debtor that is not an Administrative Claim, an Administrative Tax Claim, a Bankruptcy Fee, a Priority Tax Claim, a Priority Non-Tax Claim, or a Secured Claim.

1.69 "**Unsecured Creditor**" means the Holder of an Unsecured Claim.

1.70 "**Unexpired Lease**" means an unexpired lease within the meaning of section 365 of the Bankruptcy Code.

ARTICLE 2

Treatment of Unclassified Claims

Pursuant to section 1123(a)(1) of the Bankruptcy Code, the Plan does not classify Administrative Claims or Allowed Priority Tax Claims. Such Claims, to the extent Allowed, shall receive the treatment provided in this article 2 in full satisfaction, release and discharge thereof.

2.1 **Administrative Bar Date**. Except as otherwise provided in sections 2.2, 2.3 and 2.4 of the Plan, requests for payment of Administrative Expenses must be filed no later than the Administrative Bar Date. Holders of Claims for payment of Administrative Expenses that do not file requests for the payment of Administrative Expenses on or before the Administrative Bar Date shall be forever barred from asserting such Claims against the Debtor or its Property.

2.2 **Professional Compensation and Reimbursement**. Each Person seeking an award by the Bankruptcy Court of Professional Fees shall file its final application for approval of its Professional Fees no later than the Administrative Bar Date, but shall provide the Debtor with an estimate of any Professional Fees it might be seeking within seven (7) days prior to the hearing on Confirmation. Each Holder of an Allowed Claim for Professional Fees shall receive from the Disbursing Agent, in full satisfaction of such Allowed Claim, Cash in the amount of such Allowed Claim within three days of the entry of a Final Order Allowing such Claim.

2.3 **Administrative Claims.** Subject to the provisions of article 7 of the Plan with respect to Disputed Claims, each Administrative Claim, to the extent not previously paid, shall be paid by the Disbursing Agent in Cash in full by the Disbursing Agent on (i) the later of (x) the Effective Date, (y) the date payment of such Claim is due under the terms thereof or applicable law, or (z) three business days after such Claim becomes an Allowed Administrative Claim or (ii) as may be otherwise mutually agreed in writing between the Debtor and the Holder of such Claim; *provided, however,* that any Administrative Claim incurred by the Debtor in the ordinary course of its business shall be paid in full in accordance with the terms and conditions of the particular transaction giving rise to such Administrative Claim and any agreements relating thereto.

2.4 **Administrative Tax Claims.** Subject to the provisions of Article 7 of the Plan with respect to Disputed Claims, all allowed Administrative Tax Claims held by Governmental Units shall be paid, in Cash by the Disbursing Agent, in full either (i) on or as soon after the Effective Date as practicable, or (ii) upon such other terms as may be agreed to, in writing, between the Debtor and such Governmental Units on or after the Confirmation Date.

2.5 **Priority Tax Claims.** In full satisfaction, release and discharge of Priority Tax Claims, and except as may be otherwise mutually agreed in writing between the Debtor and such Governmental Units, all allowed Priority Tax Claims shall be paid in Cash in full, together with interest on the Effective Date or as soon thereafter as practicable.

2.6 **Bankruptcy Fees.** All fees and charges assessed against the Debtor under section 1930 of title 28 of the United States Code and any applicable interest thereon shall be paid by in full, in Cash on the Effective Date or as soon thereafter as practicable, until the closing, conversion or dismissal of this Case, whichever is earlier.

ARTICLE 3

Classification of Claims and Interets

Except as otherwise provided in article 2, Allowed Claims and Allowed Interests are classified as set forth in this article 3. A Claim or Interest is in a particular Class designated herein only to the extent such Claim or Interest (i) fits within the description of such Class and is in such other and different Class or Classes to the extent that the remainder thereof fits within the description of such other Class or Classes and (ii) has not been paid, released or otherwise satisfied prior to the Effective Date.

Class 1 – EAG Secured Claim

Class 2 – Secured Tax Claim of the New York City Department of Finance

Class 3– Secured Claim of NYC Water Board Dept. of Environmental Protection.

Class 4– Priority tax claims of the New York State Department of Finance.

Class 5 – Priority tax claims of the New York State Department of Finance.

Class 6 – Priority tax claim of the Internal Revenue Service

Class 7 – the Unsecured Claim of the Consolidated Edison Company of New York

Class 8- the Unsecured Claim of the NYC Office of Administrative Trials and Hearings.

Class 9: All allowed Unsecured Claims against the Debtor as set forth in Schedule F of the Debtor's Schedules, which were filed with the Court on January 23, 2015. The total amount of Allowed Unsecured Claims estimated by the Debtor to be approximately $79,952.05.

ARTICLE 4

Treatment of Claims and Interests

Allowed Claims in Classes 1-9 are unimpaired, are not entitled to vote on the Plan, and are deemed to have accepted the Plan. The members of each Class shall receive the following treatment under the Plan in full satisfaction, release and discharge thereof.

4.1 CLASS 1 – Secured Claim of Empire Assets Growth LLP

The Allowed Secured Claim of EAG previously defined as the Secured Lender, to be determined by a final, nonappealable order in this Bankruptcy Proceeding. On June 10, 2015, the Secured Lender filed Claim No. 7-1 in the amount of $850,671.16. The Secured Lender shall retain a lien securing its Allowed Class 2 Claim until such Allowed Class 2 Claim is paid in full. The Debtor shall reinstate the Loan on the Effective Date in accordance with section 1124(2) of the Bankruptcy Code, which: (a) cures all alleged prepetition and post-petition defaults other than defaults relating to insolvency or financial condition of the Debtor or its status as a debtor under the Bankruptcy Code including paying on the Effective Date, all contract and default rate interest due to it under the terms of the Note, the Loan Agreement, and other loan documents; (b) reinstates the maturity date of the Claim, by paying accrued Note Rate interest of 6.3% to the Effective Date and thereafter making monthly interest payments as set forth in the Loan Documents; (c) compensates the Secured Lender for any allowable damages incurred as a result of any reasonable reliance by it; (d) compensates the Secured Lender for any actual, allowable pecuniary losses incurred by it for any alleged failure to perform nonmonetary obligations; and (e) does not otherwise alter the legal, equitable, and contractual rights respecting such Claim. The Plan thereby nullifies all consequences of any alleged default, including the avoidance of default penalties. In all events, however, treatment of the Secured Lender's claim shall be conditioned upon the Bankruptcy Court entering an order specifically finding that any money paid under the Plan to the Secured Lender and its affiliates shall be applied to the subject note and mortgage obligations under the Loan, and that the Debtor shall under no circumstances be required to pay any of these amounts to any other party or entity who may later claim to own and hold the operative Loan Documents.

Treatment: The Debtor shall reinstate the Loan on the Effective Date in accordance with section 1124(2) of the Bankruptcy Code. EAG shall retain a lien securing its Allowed Secured Claim until such Allowed Claim is paid in full. The Debtor shall reinstate the Loan on the Effective Date in accordance with section 1124(2) of the Bankruptcy Code. Class 1 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed Class 1 Claim. Class 1 is unimpaired under the Plan and is deemed to accept the Plan.

4.2 CLASS 2 -Secured tax claim of the New York City Department of Finance.

On April 20, 2015, the New York City Department of Finance filed a proof of claim in the amount of $27,005.95.

Treatment: The CLASS 2 claims shall be paid the full amount of their claim as allowed. CLASS 2 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 2 claim.

4.3 CLASS 3 – Secured claim of the New York City ("NYC") Water Board Dept. of Environmental Protection

On February 6, 2015, the NYC Water Board Dept. of Environmental filed a proof of claim in the amount of $12,508.18.

Treatment: The CLASS 3 claims shall be paid the full amount of their claim as allowed. CLASS 3 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 3 claim.

4.4 CLASS 4 – Priority tax claims of the New York State Department of Finance

On February 4, 2015, the New York State Department of Finance filed a proof of claim in the amount of $738.65.

Treatment: The CLASS 4 claims shall be paid the full amount of their claim as allowed. CLASS 4 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 4 claim.

4.5 CLASS 5 – Priority tax claim of the New York State Department of Finance

On April 20, 2015, the New York State Department of Finance filed a proof of claim in the amount of $3,638.86.

Treatment: The CLASS 5 claims shall be paid the full amount of their claim as allowed. CLASS 5 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 5 claim.

4.6 CLASS 6 – Priority tax claim of the Internal Revenue Service

On March 19, 2105 the Internal Revenue Service filed a proof of claim in the amount of $4,234.90.

Treatment: The CLASS 6 claims shall be paid the full amount of their claim as allowed. CLASS 6 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 6 claim.

4.7 CLASS 7 - Unsecured Claim of the Consolidated Edison Company of New York ("Con Edison")

On July 20, 2015, Con Edison filed a proof of claim in the amount of $4,240.86

Treatment: The CLASS 7 claims shall be paid the full amount of their claim as allowed. Class 7 is an unimpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 7 claim.

4.8 Class 8 - Unsecured Claim. of NYC Office of Administrative Trials and Hearings

On February 18, 2015, the NYC Office of Administrative Trials and Hearings filed a proof of claim in the amount of $1,854.02.

Treatment: The CLASS 8 claims shall be paid the full amount of their claim as allowed. Class 8 is an unpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 8 claim.

4.9 Class 9 - Unsecured Claims set forth in Schedule F of the Debtor's Petition

All allowed Unsecured Claims against the Debtor as set forth in Schedule F of the Debtor's Schedules, which were filed with the Court on January 23, 2015. The total amount of Allowed Unsecured Claims estimated by the Debtor to be approximately $79,952.05.

Treatment: The CLASS 9 claims shall be paid the full amount of their claim as allowed. Class 9 is an unpaired class. The Debtor reserves the right to object to, settle, compromise or adjust by mediation, arbitration or otherwise the allowed CLASS 9 claim.

ARTICLE 5

Treatment of Executory Contracts and Unexpired Leases

5.1 **Assumption and Assignments of Executory Contracts and Unexpired Leases.** Effective on and as of the Effective Date, all Executory Contracts and the Unexpired Leases to which the Debtor is a party to shall be deemed rejected in accordance with Section 365 of the Bankruptcy Code, except for the Unexpired Leases between the Debtor and any of their Tenants which Unexpired Leases shall be assumed by Debtor and assigned to the Purchaser.

5.2 **Rejection Claims.** Allowed Claims arising from the rejection of any Executory Contract or Unexpired Lease of the Debtor shall be treated as an Unsecured Claim**.**

5.3 **Bar to Rejection Claims**. A Proof of Claim with respect to any Unsecured Claim for damages arising from the rejection of an Executory Contract or Unexpired Leases pursuant to the Plan shall not be timely filed unless it is filed with the Bankruptcy Court and served so that it is received by the Debtor no later than 30 days after the later of (i) the date of entry of a Final Order approving such rejection (unless such Final Order expressly provides a Bar Date with respect to such Claim, in which event no Proof of Claim with respect to such Claim shall be deemed timely filed unless it is filed with the Bankruptcy Court and served in the manner provided in such Final Order), or (ii) the Effective Date. Any such Proof of Claim not timely filed and served shall be forever barred from assertion and may not be enforced against the Debtor, its successors or their respective properties.

ARTICLE 6

Means of Implementation of the Plan

6.1 **Source and Application of Funds Upon Confirmation.** The Plan is a plan of reinstatement and reorganization. Prior to the Effective Date, the Debtor, and following the Effective

Date, the Reorganized Debtor shall (i) continue to collect income and operate the Property resulting in the Net Proceeds. In order to reinstate the indebtedness with the Secured Lender and pay administrative claims, AAPP, LLC having an address of 53-63 65th Place, Maspeth, New York 11378 shall cause to be deposited into the Trust Account of Law Office of Julio E. Portilla, P.C. funds required to reinstate, whatever that amount is, as determined by the Court, and on the terms and conditions imposed by the Court (the "Distribution Fund"). The Principal and Member of AAPP LLC Priscilla Luna hereby represents that it has the financial wherewithal to make all requirements pursuant to the Plan.

6.2 **The Proposed Transfer and Distribution Fund**. The Distribution Fund will be created and funded as follows: Pursuant to a certain agreement by and between the Debtor and AAPP LLC, a New York limited liability company, the Debtor shall sell, transfer and deliver to AAPP LLC fifty-one percent (51%) ownership interest in the Property. *See* Contract of Sale attached hereto as *Exhibit "A"*. This purchase is an arm's length transaction, and both the Debtor and AAPP are represented by counsel. The purchase price for the 51% ownership in the Property will equal to whatever is the value of the reinstatement amount, and for any claims above the reinstatement amount, AAPP will extend money or credit to the Debtor in the form of a loan to payoff such claims in full (the "Loan") (collectively, the "Distribution Fund"). AAPP anticipates that the Loan will be paid back from the Property's revenue.

6.3 **Revesting of Assets**. Except as otherwise provided in the Plan or Confirmation Order, title to all of the Debtor's Assets will revest in the Reorganized Debtor including the Net Proceeds from the operations of the Property free and clear of all claims and interests on the Effective Date, and subject to the Secured Lender's liens. After the Effective Date the Reorganized Debtor may operate its respective property and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, except as otherwise provided in the Plan or Confirmation Order. As of the Effective Date, the Debtor's Estate will be free and clear of all claims and interest except as otherwise provided in the Plan or the Confirmation Order.

6.4 **Post-Confirmation Operations.** Following Confirmation, the Reorganized Debtor shall execute such documents and take such other actions as are necessary to make effective the transactions provided for in the Plan.

6.5 **Post-Confirmation Accounts.** The Debtor may establish one or more interest-bearing accounts as it determines may be necessary or appropriate to effectuate the provisions of the Plan consistent with the section 345 of the Bankruptcy Code and any orders of the Bankruptcy Court.

6.6 **Execution of Documents.** (a) On the Effective Date, the Debtor, and any necessary party thereto**,** shall execute, release and deliver all documents reasonably necessary to consummate the transactions contemplated by the terms and conditions of the Plan.

Pursuant to sections 105, 1141(c) and 1142(b) of the Bankruptcy Code, the Debtor shall be authorized to execute, any estoppel certificate, or any notice of satisfaction, release or discharge of any Lien, Claim or encumbrance (including, any Lien, Claim or encumbrance that is to be released and satisfied upon the Debtor's compliance with the provisions of article 4 of the Plan) not expressly preserved in the Plan and deliver such notices to any and all federal, state and local governmental agencies or departments for filing and recordation, and the Confirmation Order shall expressly so provide.

6.7 **Filing of Documents.** Pursuant to sections 105, 1141(c) and 1142(b) of the Bankruptcy Code, each and every federal, state and local governmental agency or department, shall be directed to accept and record any and all documents and instruments necessary, useful or appropriate to effectuate, implement and consummate the transactions contemplated by the Plan, and any and all notices of satisfaction, release or discharge or assignment of any Lien, Claim or encumbrance not expressly preserved by the Plan.

6.8 **Distributions**. Except as set forth elsewhere in the Plan, all payments required to be made under the Plan shall be made by the Disbursing Agent for disbursement in accordance with the terms of the Plan.

6.9 **Preservation of Rights of Action.** Except as otherwise provided in the Plan, or in any contract, instrument, release or other agreement entered into in connection with the Plan, the Debtor shall retain any claims, rights and causes of action (i) arising under sections 510 and 544 through 550 of the Bankruptcy Code or (ii) belonging to the Debtor as of the Petition Date, or the Estate of the Debtor, and arising under any provision of state or federal law, or any theory of statutory or common law or equity.

Any recovery received by the Debtor through the prosecution, settlement or collection of any such claim, right or cause of action, shall be retained by the Debtor following the satisfaction of all other Allowed Claims under the terms of the Plan.

Notwithstanding any provision of the Plan to the contrary, definitions and descriptions contained herein respecting pre-Petition Date documents, agreements or claims are provided solely for the purpose of identification and classification thereof and do not constitute an admission by the Debtor of the existence, validity allowance, or amount of any such claim, document or agreement. The Debtor expressly reserves the right to challenge the existence, validity, allowance, or amount of any such claim, document or agreement.

6.10 **Transfer Taxes.** Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security and the making or delivery of any instrument of transfer in connection with or in furtherance of the Plan, (including any instrument executed in furtherance of the transactions contemplated by the Plan), shall not be subject to tax under any law imposing a stamp tax, real estate Transfer Tax, mortgage recording tax or similar tax, including any such taxes due on the transfer and delivery to APP LLC fifty-one percent (51%) ownership interest in the Property as contemplated by the Plan, and to the extent provided by 1146(a), if any, shall not be subject to any state, local of federal law imposing such tax. In the event of any provision of the Plan is determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any or all other provisions of the Plan.

6.11 **Discharge of Receiver.** On the Effective Date, the Receiver shall be deemed automatically discharged from his duties. Any claim of the Receiver with respect to compensation earned after the filing of the Petition shall be subject to the provision of Article 2 of this Plan governing Administrative Claims. The Receiver shall file his accounting with the Bankruptcy Court within thirty (30) days of the Effective Date. Any funds remaining in the Receiver's possession shall forthwith be turned over to the Disbursing Agent. All books and records of the Debtor in the possession of the Receiver or his property manager shall be delivered to the Debtor within thirty (30) days of the Effective Date.

ARTICLE 7

Provisions Governing Distributions

7.1 **Disbursing Agent.** The Disbursing Agent designated in the Confirmation Order shall make all Cash Distributions pursuant to the Plan.

7.2 **Timing of Distributions Under the Plan.** Subject to sections 7.6 and 7.8 of the Plan, any payments, distributions or other performance to be made pursuant to the Plan on account of any Disputed Claim, shall be deemed to be timely made if made on or within five days following the later of (i) the expiration of any applicable objection deadline with respect to such Disputed Claim or (ii) such other times provided in the Plan.

7.3 **Method of Payment.** Unless otherwise expressly agreed, in writing, all Cash payments to be made pursuant to the Plan shall be made by check drawn on a domestic bank or wire trasnfer.

7.4 **Claims Objection Deadline.** Unless otherwise ordered by the Bankruptcy Court for cause, objections to the allowance of any Claim may be filed no later than the later to occur of (i) 60 days after the Effective Date or (ii) 60 days after the date proof of such Claim or Interest or a request for payment of such Claim is filed. Until the earlier of (i) the filing of an objection to a Proof of Claim or (ii) the last date to file objections to Claims as established by the Plan or by Final Order, Claims shall be deemed to be Disputed in their entirety if, (i) the amount specified in a Proof of Claim exceeds the amount of any corresponding Claim listed in the Schedules; (ii) any corresponding Claim listed in the Schedules has been scheduled as disputed, contingent or unliquidated; or (iii) no corresponding Claim has been listed in the Schedules.

7.5 **Prosecution of Objections**. After the Confirmation Date, the Organized Debtor shall have authority to file, settle, compromise, withdraw or litigate to judgment objections to Disputed Claim. The Organized Debtor may comprise any objections to Disputed Claims without further order of the Court.

7.6 **No Distribution Pending Allowance.** Notwithstanding any other provision of the Plan, no payment or distribution of any kind shall be made with respect to any portion of a Disputed Claim unless and until all objections to such Claim are resolved by Final Order.

7.7 **Escrow of Cash Distributions.** (a) On any date that distributions are to be made under the terms of the Plan, the Disbursing Agent shall make available any and all funds required under Plan to be disbursed on that date, and the Disbursing Agent shall deposit in one or more segregated accounts, Cash or property equal to 100% of the Cash that would be distributed on such date on account of Disputed Claims as if each such Disputed Claim were an Allowed Claim but for the pendency of a dispute with respect thereto, including, but not limited to (i) Disputed Claims that may be entitled to treatment as Administrative Claims or as Priority Non-Tax Claims pursuant to sections 503 and 507 of the Bankruptcy Code, (ii) claims of Governmental Units for any tax, (iii) any disputed Cure Amount, and (iv) any amount due but not payable on the Effective Date on account of Administrative Claims or claims entitled to priority pursuant to section 503 and 507 of the Bankruptcy Code. The Disbursing Agent shall also segregate any interest, dividends or other proceeds of such Cash. Such Cash together with any interest, dividends or proceeds thereof, be held in trust for the benefit of the Holders of all such Disputed Claims pending determination of their entitlement thereto.

(b) The Disbursing Agent shall have the right to seek an Order of the Bankruptcy Court, after notice and hearing, estimating or limiting the amount of Cash that must be so deposited on account of any Disputed Claim. Any Creditor whose Claim is so estimated shall have no recourse to any assets theretofore distributed on account of any Allowed Claim if the Allowed Claim of that Creditor as determined by Final Order exceeds the amount so deposited. Such Creditor shall have recourse first, to the undistributed assets in the Disputed Claims Reserve (on a Pro Rata basis with other Creditors of the same Class who are similarly situated) that exceed the aggregate amount of all Disputed Claims allowed by Final Order, or not yet resolved, and second any unpaid amount shall be an obligation of the Liquidating Debtor.

7.8 **Distribution After Allowance.** Within 15 days after the entry of a Final Order resolving an objection to a Disputed Claim, the Disbursing Agent shall distribute all Cash or other property, including any interest, dividends or proceeds thereof, to which a Holder is then entitled with respect to any formerly Disputed Claim that has become an Allowed Claim.

7.9 **Surrender of Instruments; Execution of Satisfactions and Releases.**

(a) Notwithstanding any other provision of the Plan, no Creditor that holds a note or other instrument evidencing such Creditor's Claim may receive any distribution with respect to such Claim unless and until the original note or other original instrument evidencing such Claim shall have been validly surrendered to the Disbursing Agent at the sole cost and expense of such Creditor.

(b) Any Cash or property to be distributed pursuant to the Plan on account of any such Claim shall, pending surrender, be treated as an undeliverable distribution pursuant to section 7.11 of the Plan.

(c) In the event any Creditor is unable to surrender a note or other instrument evidencing a Claim against the Debtor that has been destroyed, lost or stolen, such entity may receive a distribution with respect to such Claim by presenting to the Disbursing Agent, in a form acceptable to the Disbursing Agent: (i) proof of such entity's title to such Claim; (ii) an affidavit to the effect that the same has been lost and after diligent search cannot be located; and (iii) such indemnification as may be required by the Disbursing Agent and all other entities deemed appropriate by the Disbursing Agent from any loss, action, suit or any claim whatsoever which may be made as a result of such entity's receipt of a distribution under the Plan.

(d) All questions as to the validity, form or eligibility of any note or other instrument evidencing a Claim so surrendered shall be resolved by Final Order of the Bankruptcy Court. The Disbursing Agent shall not be under any duty to give notification of defects in such tender or shall incur liability for failure to give notification of such defects.

7.10 **Delivery of Distributions.** Except as provided in sections 7.11, and 7.12 of the Plan, distributions to Holders of Allowed Claims and Allowed Interests shall be made: (1) at the addresses set forth on the respective Proofs of Claim or Proofs of Interests filed by such Holders; (2) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim; or (3) at the address reflected in the Schedules if no Proof of Claim or Proof of Interest is filed and the Disbursing Agent has not received a written notice of a change of address.

7.11 **Undeliverable Distributions.** If the Disbursing Agent is unable to make cash Distributions to the holder of an Allowed Claim or Allowed Interest under the Plan for lack of a current address of the holder, if, after the passage of 180 days (from the Effective Date) and after any additional effort to locate the holder that the Court may direct, the payment or distribution and any further payment or distribution to the holder shall be transferred to the Reorganized Debtor and the Claim or Interest shall be deemed satisfied to the same extent as if payment or distribution had been made to the holder of the Claim or Interest.

Nothing contained in the Plan shall require the Organized Debtor or the Disbursing Agent to attempt to locate any Holder of an Allowed Claim or an Allowed Interest.

7.12 **Set-offs.** The Disbursing Agent, may, but shall not be required to, set-off against the distributions to be made pursuant to the Plan, the claims, obligations, rights, causes of action and liabilities of any nature that the Debtor may hold against the Holder of an Allowed Claim, *provided, however,* that neither the failure to effect such a set-off nor the allowance of any claim hereunder shall constitute a waiver or release of any such claims, obligations, rights, causes of action and liabilities that the Debtor has or may have against such Holder. To the extent the Disbursing Agent elects to effectuate a set-off, it shall notify the Holder of the Allowed Claim in writing at least ten

(10) days prior to effectuating the set-off. To the extent the Holder of an Allowed Claim objects to the set-off, a written objection shall be provided to the Organized Debtor, as Disbursing Agent, no later than three (3) days prior to the set-off date or the objection shall be waived.

ARTICLE 8

Injunction and Exculpation

8.1 **Injunction.** Except (i) as otherwise provided in the Plan or (ii) in any Final Order, all persons who have held, hold, or may hold Claims against, or Interests in, the Debtor that arose before or were held as of the Effective Date, are permanently enjoined, on and after the Effective Date, from the commencement or continuation of any action, the employment of process, from taking any act to collect, enforce, attach, recover or offset against such claim and taking any act to create, perfect or enforce any lien or encumbrance against property of the Estate retained by Organized Debtor or distributed to Creditors under this Plan.

8.2 **Limitation of Liability.** Section 1125(e) of the Bankruptcy Code, commonly referred to as the "safe harbor," protects persons acting in good faith, from civil claims arising in connection with solicitations of acceptances of plans of reorganization or participating in the offer, issuance, sale or purchase of a security under the Plan. Pursuant to section 1125(e), as set forth in Article 8 of the Plan, neither the Debtor, the Interest Holder, the Secured Lender, nor any of their respective officers, directors, members, general partner, managers or employees (acting in such capacity), nor any professional person employed by any of them, if any, (the "Released Parties") shall have or incur any liability to any entity for any action taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, Confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into, or any other action taken or omitted to be taken in connection with these cases or the

Plan except in the case of fraud, gross negligence, willful misconduct, malpractice, breach of fiduciary duty, criminal conduct, unauthorized use of confidential information that causes damages, or ultra vires acts. Nothing contained herein shall limit the liability of the Debtor's professionals pursuant to Rule 1.8(h)(1) of the New York State Rules of Professional Conduct. From and after the Effective Date, a copy of the Confirmation Order and the Plan shall constitute, and may be submitted as, a complete defense to any claim or liability released pursuant to Article 8 of the Plan.

8.3 **Release**. Except as otherwise provided in the Plan, upon the Effective Date, in consideration of the Cash and other property to be distributed to or on behalf of the holders of Claims and Interests under the Plan, the Plan shall be deemed to resolve all disputes and constitute a settlement and release, between and among the Debtor, on the one hand, and each Creditor and Interest Holder, on the other, from any claim or liability, whether legal, equitable, contractual, secured, unsecured, liquidated, unliquidated, disputed, undisputed, matured, unmatured, fixed or contingent, known or unknown, that the Debtor, its Creditors or Interest Holder ever had or now have through the Effective Date in connection with their Claim or Interest (including, without limitation, any claims the Debtor may assert on its own behalf or on behalf of Creditors or Interest Holder pursuant to sections 510 and 542 through 553 of the Bankruptcy Code, any claims Creditors or Interest Holder may have asserted derivatively on behalf of the Debtor absent bankruptcy, any claims based on the conduct of the Debtor's business affairs prior or subsequent to the commencement of the Case or any claims based on the negotiation, submission and confirmation of the Plan), provided however that nothing in the Plan or the Confirmation Order shall effect a release of any claim for any debt owed to the United States Government arising under the Internal Revenue Code; any state, city or municipality arising under any state, city or municipal tax code; any environmental laws or any criminal laws of the United States or any state, city or municipality.

Nothing in the Confirmation Order or the Plan shall enjoin the United States or any state or local authority from bringing any claim, suit, action or other proceedings against the Released Parties for any claim, suit or action arising under the Internal Revenue Code, any state, city or municipal tax code, the environmental laws or any criminal laws of the United States or any state, city or municipality. Nothing in the Confirmation Order or the Plan shall exculpate any party from any liability to the United States Government or any of its agencies or any state, city or municipality arising under the Internal Revenue Code, any state, city or municipal tax code, the environmental laws or any criminal laws of the United States or any state.

ARTICLE 9

Miscellaneous Provisions

9.1 **Orders in Aid of Consummation.** Pursuant to sections 105, 1141, 1142 and 1143 of the Bankruptcy Code, the Bankruptcy Court may enter one or more Orders in aid of Confirmation directing the implementation of matters or actions required by the Plan.

9.2 **Compliance with Tax Requirements.** In connection with the Plan, the Plan Administrator shall comply with all withholding and reporting requirements imposed by federal, state and local taxing authorities and distributions under the Plan shall be subject to such withholding and reporting requirements; *provided, however,* that the transfer of any Cash, or other assets or interests hereunder shall not be subject to any federal, state or local tax to the fullest extent provided under section 1146 of the Bankruptcy Code.

9.3 **Due Authorization by Creditors.** Each and every Creditor who accepts the distributions provided for under the Plan warrants that it is the lawful owner of such Claim and is authorized to accept the distributions provided for in the Plan and that there are no outstanding Liens, encumbrances, commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights released, conveyed or modified by the Plan, or obligations undertaken by such Creditor under the Plan.

9.4 **Amendments.** The Plan may be altered, amended or modified by the Debtor in writing, signed by the Debtor, at any time before the substantial consummation of the Plan, as provided in sections 1101 and 1127 of the Bankruptcy Code and Bankruptcy Rule 3019. Any substantive modification shall require notice and a hearing before the Bankruptcy Court for approval of the proposed modification of the Plan. The Debtor in her own capacity shall be deemed Plan proponents for purposes of Section 1127 of the Bankruptcy Code.

9.5 **Revocation.** The Debtor may revoke or withdraw the Plan at any time prior to entry of the Confirmation Order. If the Plan is revoked or withdrawn or if no Confirmation Order is entered, the Plan shall be null and void, and nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interest in, the Debtor; or (ii) prejudice in any manner the rights of the Debtor or any other party in any further proceedings involving the Debtor or its Estate.

9.6 **Request for Relief Under Section 1129(b).** If the Plan is accepted by one or more, but not all, impaired Classes of Claims, the Debtor may request confirmation under section 1129(b) of the Bankruptcy Code of any Class of Claims, subject to any modification of the Plan made pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

9.7 **Filing of Additional Documents.** Except as otherwise provided in the Plan, on or before the Effective Date, the Debtor may file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, and the Debtor shall be responsible for the preparation and filing of any reports necessary until the entry of a Final Decree. The Debtor shall also pay any fees due the U.S. Trustee's Office until entry of a Final Decree.

9.8 **Section Headings.** The section headings contained in the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

9.9 **Computation of Time.** In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

9.10 **Successors and Assigns.** The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

9.11 **Notices.** All notices and other communications to be given or made hereunder shall be in writing and shall be deemed to have been given or made when mailed or as otherwise set forth herein:

(a) if to the Debtor, at Law Office of Julio E. Portilla, P.C., 111 Broadway, Suite 706, New York, NY Attn: Julio E. Portilla.

(b) if to any Creditor or Interest Holder, at (i) the addresses set forth on the respective Proofs of Claim or Proofs of Interests filed by such Holders; (ii) the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim; or (iii) the address reflected in the Schedules if no Proof of Claim or Proof of Interest is filed and the Disbursing Agent has not received a written notice of a change of address;

(c) if to any entity that has filed a notice of appearance, at the addresses set forth on such notice of appearance.

9.12 **Governing Law.** Except to the extent that the Bankruptcy Code or Bankruptcy Rules or other Federal law are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

9.13 **Other Actions.** Nothing contained herein shall prevent the Debtor, Interest Holder, or Creditors from taking such actions as may be reasonably necessary to consummate the Plan, although such actions may not specifically be provided for within the Plan.

9.14 **Severability.** In the event any provision of the Plan is determined to be unenforceable such determination shall in no way limit or affect the enforceability and operative effect of any or all other provisions of the Plan.

9.15 **Business Day.** In the event that the Plan requires an act to be performed on a day that is not a Business Day, such act shall be performed on the first Business Day thereafter.

ARTICLE 10

Retention of Jurisdiction

10.1 **Retention of Jurisdiction.** Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, until the Case is closed, the Bankruptcy Court shall retain and have original, but not exclusive, jurisdiction to:

(a) Insure that the Plan is consummated, and to enter any Order pursuant to section 1142(b) of the Bankruptcy Code, to compel the Debtor, the Interest Holder and any other necessary party, to take such action and execute such documents to effectuate the Plan;

(b) Consider any modification of the Plan proposed pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019;

(c) Allow, disallow, determine, liquidate, classify or establish the priority, secured or unsecured status of any Claim or Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense, the resolution of any and all objections to the allowance or priority of Claims or Interests, and the resolution of any adversary proceeding;

(d) Grant or deny any and all applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for any period ending on or before the Effective Date;

(e) Resolve any motions pending on the Effective Date to assume, assume and assign or reject any Executory Contract or Unexpired Lease to which the Debtor is a party or with respect to which the Debtor may be liable and to hear, determine and if necessary, liquidate, any and all Claims arising therefrom;

(f) Ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished in accordance with the provisions of this Plan;

(g) Decide or otherwise resolve any and all applications, motions, adversary proceedings, contested or litigated matters, and any other matters or grant or deny any applications involving the Debtor that may be pending on the Effective Date;

(h) Enter such Orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents created in connection with the Plan or Disclosure Statement or to enforce all orders, judgments, injunctions, and rulings entered in connection with the Case, including, but not limited to any Order necessary to enforce the provisions of article 7 of the Plan;

(i) Resolve any and all controversies, suits or issues that may arise in connection with the consummation, interpretation or enforcement of the Plan or any entity's obligations incurred in connection with the Plan;

(j) Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code, or to modify the Disclosure Statement or any contract, instrument, release or other agreement or document created in connection with the Plan or Disclosure Statement;

(k) Remedy any defect or omission or reconcile any inconsistency in any Order, the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created in connection with the Plan, to the extent authorized herein or in the Bankruptcy Code;

(l) Issue any injunctions, enter and implement other Orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of the Plan;

(m) Enter and implement such Orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

(n) Determine any dispute arising under or related to the Plan, including, without limitation, any dispute concerning the scope or effect of any release or discharge provided for by the Plan or the Confirmation Order.

(o) Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan or Disclosure Statement; and

(p) Enter an Order or Final Decree concluding the Case.

10.2 **Post-Closing Jurisdiction.** Notwithstanding the entry of a final decree or an order closing the Case, the Bankruptcy Court shall retain jurisdiction to reopen the Case for the purpose of enforcing, by injunction or otherwise, the terms of the Plan, the Confirmation Order and any final decree, including, without limitation, the enforcement of any rights of the Debtor.

ARTICLE 11

Condition to the Effective Date

11.1 **Conditions Precedent to Effectiveness.** The Plan shall not become effective unless and until it has been confirmed and the following conditions have been satisfied or waived in full:

(a) The Confirmation Order shall have been entered in this case and no stay or injunction shall be in effect precluding the consummation of the transactions contemplated by this Plan and the Confirmation Order shall not have been modified or vacated on appeal.

(b) The Debtor reinstates the Loan on the Effective Date in accordance with section 1124(2) of the Bankruptcy Code, which: (a) cures all alleged prepetition and post-petition defaults other than defaults relating to insolvency or financial condition of the Debtor or its status as a debtor under the Bankruptcy Code; (b) reinstates the maturity date of the Claim, by paying accrued Note Rate interest of 6.3% to the Effective Date and thereafter making monthly interest payments as set forth in the Loan Documents; (c) compensates the Secured Lender for any allowable damages incurred as a result of any reasonable reliance by it; (d) compensates the Secured Lender for any actual, allowable pecuniary losses incurred by it for any alleged failure to perform nonmonetary obligations; and (e) does not otherwise alter the legal, equitable, and contractual rights respecting such Claim.

ARTICLE 12

Closing the Case

12.1 **Substantial Consummation.** Until the occurrence of the Effective Date and substantial consummation of the Plan, the Organized Debtor, her Property and its Creditors shall be subject to further Orders of the Bankruptcy Court.

12.2 **Closing the Case.** Pursuant to Local Bankruptcy Rule 3022-1, within fourteen (14) days following the full administration of its estate, the Debtor shall file, on notice to the United States Trustee, an application and a proposed order for a final decree closing the case.

12.3 **Post-Confirmation**. The Debtor shall continue to file quarterly post-confirmation status reports and hold post-confirmation status conferences until the case is converted, closed, or dismissed, whichever happen earlier.

Dated: New York, New York
January 28, 2016

By: ***/s/ Nancy Rojas-Torres***
Nancy Rojas-Torres
aka Nancy Rojas, Debtor

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By: ***/s/ Julio E. Portilla***